

jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the party shall continue to perform their respective obligations under this Agreement.

10.06 Both parties acknowledge that during the course of this Agreement, each may obtain voluntarily from the other, confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, or duly authorized personnel, all documents relating to the confidential information will be returned to such owner or duly authorized personnel.

10.7 Twice a year a John Morrell & Co. representative will meet with

OTHER

11.01 The capitalized headings in this agreement are only for the convenience of reference and do not form part of or affect the interpretation of this agreement.

11.02 If any provision or part of any provision in this agreement is void for any reason, it shall be severed without affecting the validity of the balance of the agreement.

11.03 There are no representations, warranties, conditions, terms or collateral contracts affecting the transaction contemplated in this agreement except as set out in this agreement.

11.04 This agreement shall be governed by Minnesota law, and each of the parties consents to the non-exclusive jurisdiction of the courts of Minnesota to enforce any decision of any arbitrator under section 10.05 above.

Executed under seal on _____

Signed, sealed, and delivered
in the presence of:

(signature of witness)
for John Morrell & Co

(signature for John Morrell & Co.)
(Procurement Manager)